

# Agenda Item Form

Agenda Date: July 20, 2004

Districts Affected: ALL

Dept. Head/Contact Information: Norman C. Merrifield, Director, Parks & Recreation Dept (541-4331)

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |   |  |

## Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): John Nance      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Provide professional consulting services for summary audit to Land Management and Recreation Services functions.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Budget transfer of \$25,000 previously approved by City Council.

## Statutory or Citizen Concerns:

None anticipated.

## Departmental Concerns:

Tremendous opportunity to begin professional review of our organization and operations.

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the Consulting Contract with CEHP, Inc., providing for an investigation and audit of the City's Parks and Recreation Department, with a special emphasis on Land Management and Recreation Services. Costs of the services shall not exceed \$25,000.

ADOPTED this 20<sup>th</sup> day of July, 2004.


THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

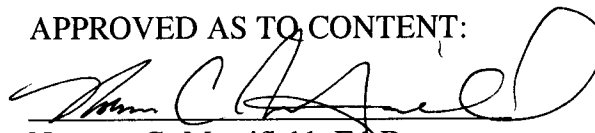
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John F. Nance  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Norman C. Merrifield, Ed.D.  
Director  
Parks and Recreation Department

STATE OF TEXAS           §  
                                     §  
COUNTY OF EL PASO   §

## CONSULTING CONTRACT

**THIS CONSULTING CONTRACT** ("Contract") is made effective on the "Effective Date," by and between the **CITY OF EL PASO, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in El Paso County, acting by and through its governing body, the El Paso City Council, and **CEHP, Inc.** ("Contractor"), doing business in the State of Texas.

### RECITALS

**WHEREAS**, the City desires to have investigated all aspects of the current Parks and Recreation Department, with special emphasis on Land Management and Recreation Services; and

**WHEREAS**, Contractor is willing to provide such investigative services and to prepare a summary audit with respect to defined issues for the Parks and Recreation Department.

**FOR THESE REASONS**, and in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

#### I. SCOPE OF WORK - PAYMENT

Contractor will provide consulting services in accordance with the Scope of Work attached hereto as Exhibit "A."

The City will reimburse Contractor for the cost of services provided in an amount not to exceed \$25,000.00. Compensation will be in accordance with the Professional Fees and Project Expenses listed in Exhibit "A," including a daily rate of \$640.00 for consulting fees, anticipated travel expenses of \$2,070.00, and data expenses of \$500.00.

The City shall make an initial payment to Contractor of \$8,500.00 within thirty (30) days following execution of this Contract and a final payment for the balance of fees and expenses within thirty (30) days following receipt of Contractor's invoice after completion of the work.

#### II. DURATION OF AGREEMENT

This Agreement commences as of the date hereof and terminating upon successful completion of work and submission to the City of a final report of the City of El Paso, Department of Parks and Recreation Summary Audit.

#### III. REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents, warrants and agrees as follows:

A. It will comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the City of El Paso Charter and Code of Ordinances, now existing or as may be amended, in the performance of its duties under this Agreement.

B. It shall obtain and pay for all licenses, permits and certificates required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Contractor warrants that it is duly authorized and licensed to perform its duties hereunder in each jurisdiction in which it will act. It further warrants that its employees, agents and subcontractors shall maintain all required profession licenses during the Contract Term. If the Contractor receives notice from a licensing authority of a suspension or revocation of a license of Contractor's employee(s), agent(s) or subcontractor(s), Contractor shall immediately remove such employee, agent or subcontractor from performing any further services under this Contract until such license is reinstated and in good standing. If the Contractor fails to maintain such licenses or fails to remove any employee, agent or subcontractor who performs services under this contract whose license has expired or been revoked or suspended, the CITY shall be entitled, in its sole discretion, to immediately terminate this Contract upon notice to Contractor.

It warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

The Contractor is an independent contractor and responsible for its respective acts or omission, and the CITY shall in no way be responsible as an employer to Contractor's employees, agents or subcontractors who perform service in connection with this contract.

Neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

#### IV. CONFIDENTIAL WORK

Contractor recognizes that all materials to be prepared hereunder and all data received by the Contractor shall be kept in strictest confidence. The Contractor shall not divulge such confidential information except as approved in writing by the City or as otherwise required by law until publication of Master Plan.

The Contractor shall establish a method to secure the confidentiality of records or information that the Contractor may have access to in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the City's or its authorized representatives', right of access to records or other information under this Contract.

If the Contractor receives inquiries regarding documents within its possession pursuant to this Contract, the Contractor shall immediately forward such request to the City Attorney's office for disposition.

## V. INSPECTIONS

The CITY shall have the right to perform, or cause to be performed, (1) inspections of the books and records of the Contractor related to the performance in creation of a Master Plan, and (2) inspections of all places where work is undertaken in connection with this Contract. The Contractor shall be required to keep such books and records available for such purpose for at least five (5) years after its performance under this Contract ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

## VI. OWNERSHIP

The Master Plan generated by Contractor as a result of its activity under this Contract shall remain at all times the property of the CITY. The data stored in the computer database shall also remain the property of the CITY. The Contractor may use the Master Plan prepared as an example of work produced.

## VII. INSURANCE REQUIREMENTS

With no intent to limit Contractor's liability or the indemnification provisions set forth below, the Contractor shall provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance is described as follows:

A. Risks and Limits of Liability. The insurance, at a minimum, must include the following coverage and limits of liability:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Worker's Compensation and Employer's Liability	Statutory for Workers' Compensation Bodily Injury by Accident \$500,000 (each accident) Bodily Injury by Disease \$250,000 (policy limit) Bodily Injury by Disease \$250,000 (each employee)
Comprehensive General: Including Broad Form Coverage, Contractual Liability Bodily and Personal Injury	Bodily Injury and Property Damage, combined limits of \$500,000 each occurrence and \$1,000,000 aggregate
Excess Liability	Bodily Injury and Property Damage, combined limits of

	\$500,000 each occurrence and \$1,000,000 aggregate
Automobile Liability Insurance (for automobiles used by the Contractor in the course of its performance under this Contract, including Employer's Non-Ownership and Hired Auto Coverage)	\$500,000 combined single limit per occurrence
Professional Liability Coverage	\$1,000,000 per occurrence \$2,000,000 aggregate

Form of Policies. The insurance may be in one or more policies of insurance, the form of which must be approved by the City's Purchasing Director.

Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Purchasing Director in his or her sole discretion as to conformance with these requirements.

Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability and Professional Liability, must name the City (and its elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract.

Deductibles. A policy may contain deductible amounts only if the Purchasing Director approves the amount and scope of the deductible. Contractor shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the City, its officers, agents or employees.

Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days advance notice of cancellation or intent not to renew is given in writing to the Purchasing Director by the insurance company. Contractor shall give written notice to the Purchasing Director within five (5) days of the date upon which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Contract.

Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its elected and appointed officials, officers, agents or employees.

Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to Contractor for any further premium payment and has no right to recover any premiums from the City.

Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an Additional Insured and meeting all of the above requirements.

Delivery of Policies. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by Contractor with the Purchasing Director prior to beginning work under this Contract, and thereafter before the beginning of each year of the Term of this Contract. Notwithstanding the termination notice provisions in this Contract, the failure of Contractor to provide the Purchasing Director with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the Term of this Contract, shall constitute a default on the part of Contractor entitling the City, upon three (3) days written notice to Contractor to terminate this Contract. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Term. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Contractor, throughout the Term of this Contract, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Contractor to comply with this requirement shall constitute a default of Contractor allowing the City, at its option, to terminate this Agreement.

#### VIII. CANCELLATION BY CITY

The City shall have the right to cancel for default all or any part of the undelivered portion of this order if the Contractor breaches any of the terms hereof including warranties of the Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy and fails to cure or commence to diligently prosecute to cure any such breach within thirty (30) days of receipt of written notice by City alleging such breach. Such right of cancellation is in addition to and not in lieu of any other remedies which the City may have in law or equity.

#### IX. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

## X. INDEMNIFICATION

Contractor or its insurer shall indemnify, hold harmless, and defend the City, its elected officials, agents, employees, officers, directors and representatives of the City, individually or collective, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death of property damage, made upon the City directly arising out of, resulting from or related to the Contractor's negligence or misconduct in performing activities under this Contract for Third Party Claims Administration and Medical Cost Containment, including any misconduct or negligent act or omission by Contractor, its agents, employees or subcontractors while in the exercise of performance of the rights or duties under this Contract, all, without however, waiving and governmental immunity available to the City under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. In addition, Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without relieving Contractor of any of its obligations under this paragraph.

**The City will not be responsible for any loss of or damage to the Contractor's property from any cause.**

## XI. SUBCONTRACTOR'S INDEMNITY

Contractor shall require all of its subcontractors to include in their subcontracts indemnity in favor of the City in substantially the same form as above.

## XII. TERMINATION OF CONTRACT

A. This Contract may be terminated, in whole or in part, under any one of the following circumstances:

1. **TERMINATION FOR CONVENIENCE:** The Contract may be canceled by the CITY upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. The then-current draft



Master Plan is the property of the CITY and at the City's request will be delivered at no cost to the CITY or its designated recipient at the effective date of cancellation with the City making all payments due through such date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective date of cancellation. Such right of termination is in addition to and not in lieu of rights of the City set forth in Clause 9, herein. In the event of termination by the City, the CONTRACTOR shall not be entitled to lost or anticipated profits, but shall receive all payments due through date of termination.

2. Mutual agreement and consent of the parties.

3. End of term of contract, unless extended pursuant to provisions of the Contract.

4. **TERMINATION FOR CAUSE:** Either party may terminate its performance under this Contract in the event of default by the other party and a failure by that party to cure such default after receiving notice thereof, all as provided in this Section. Default shall occur if a party fails to observe or perform any of its duties under this Contract. Should such a default occur, the injured party may deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such proposed date of termination may not be sooner than the 30<sup>th</sup> day following receipt of the notice. The injured party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting party cures or diligently and continuously prosecutes to cure such default, then the proposed termination shall be ineffective. If the defaulting party fails to cure or diligently and continuously prosecutes to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this Contract as of such date.

**B. FORCE MAJEURE:** By reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty. If a party is unable to comply with the provisions of this Contract by reason of Force Majeure for a period beyond 30 days after the event or cause relied upon, then upon written notice after the thirty (30) days, the City reserves the right to cancel this Contract without any further liability.

**C. EFFECTS OF TERMINATION:** All duties and obligations of the City and the Contractor shall cease upon termination or expiration of this Contract, except that all provisions of this Contract that expressly or impliedly contemplate or require payment or performance after the expiration or termination of this Contract shall survive such expiration or termination. Any

unpaid obligation due and owing, by either party, as of the date of termination, shall continue to be due and payable.

### XIII. RIGHT TO ASSURANCE

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

### XIV. ASSIGNMENT

Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party hereto. Any attempted assignment or delegation by either party shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

### XV. SUBCONTRACTORS

The Contractor may subcontract with other competent entities to provide services required to be performed under this Contract. Any work or services approved for subcontracting hereunder, however, shall be contracted only by written contract and agreement and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontracts with this Contract shall be Contractor's responsibility.

Despite City approval of a subcontract or subcontractor, the City shall in no event be obligated to any third party, including any subcontract of Contractor, for performance of work or services, nor shall City funds ever be used for payment of work or services performed prior to the date of Contract execution or extending beyond the expiration date of this Contract.

### XVI. SURVIVAL

Each party shall remain obligated to the other under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of this Contract, including but not limited to the Indemnification provisions hereof.

### XVII. AMENDMENT & WAIVER

This Contract may be amended by the parties at any time, by mutual consent of the parties. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the CITY (by authority by the City Council) and Contractor. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

### XVIII. ENTIRE CONTRACT

This Contract, together with the Exhibit attached hereto, constitutes the entire agreement between the parties hereto relating to the Agreement. There exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.

#### XIX. APPLICABLE LAW & VENUE

This Contract shall be governed by the laws of the State of Texas along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso. Both parties agree that venue for any litigation arising from this Contract shall lie in El Paso, El Paso County, Texas.

#### XX. ADVERTISING BY CONTRACTOR

The Contractor shall not advertise without the City's prior consent, the fact that the CITY has entered into this contract, or as an accurate description to third parties of the work and consulting activities of Contractor.

#### XXI. LEGAL CONSTRUCTION

Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine.

#### XXII. NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address prescribed in the preamble of this Contract or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY  
City of El Paso  
2 Civic Center Plaza – 7<sup>th</sup> floor  
El Paso, Texas 79901-1196  
Attn.: William A. Chapman

CONTRACTOR  
CEHP Incorporated  
P.O. Box 70756  
Chevy Chase, MD 20813  
Attn: William C. Beckner, President

#### XXIII. CONTRACTOR'S WARRANTIES

- A. Contractor warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Contractor warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of El Paso, Texas.
- D. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.

Each person signing below represents that he or she has read this Contract in its entirety (including any and all Exhibits); understands its terms; is duly authorized to execute this Contract on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by those terms.

Executed this \_\_\_\_\_ day of July, 2004 ("Effective Date").

ATTEST:

CITY OF EL PASO

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

\_\_\_\_\_  
Joe Wardy  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
John F. Nance  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Norman C. Merrifield, Ed.D.  
Director  
Parks & Recreation Department

CEHP, INC.

By: William C. Beckner  
Name Printed: WILLIAM C. BECKNER  
Title: PRESIDENT



PO Box 70756  
Chevy Chase, MD 20813

Ph: 301-215-4156  
Fax: 301-215-9236  
E-mail CEHPInc@aol.com

## EXHIBIT "A"

April 26, 2004

Dr. Norman Merrifield, Director  
Department of Parks and Recreation  
2 Civic Center Plaza  
El Paso, TX 79901-1153

RE: Proposal for a Summary Audit of the  
Department of Parks and Recreation

Dear Dr. Merrifield:

This letter of proposal is in response to discussions that Ellen O'Sullivan and I had with you on Tuesday, April 20 and Wednesday, April 21. During our phone conversations we discussed your desire to quickly determine the key issues facing the Department of Parks and Recreation for the City of El Paso. Further review and discussion between Ellen and me led to the identification of the key issues emerging from our individual discussions with you. These key issues include:

1. The status and effectiveness of the Land Management functions
2. The short and long-term value of the land dedication process
3. The likely operational impacts of new capital development
4. The need to gain a preliminary understanding of the community's needs for services and facilities
5. The need to assess the current role and position of the department within the community.
6. The desire to identify potential operational and financial partners
7. The desire to optimize existing community resources to best meets the needs of the community.
8. A need to re-energize the Park and Recreation Foundation and increase its position as a viable partner to the Department.

You indicated a desire to address Item 8 with a different firm that specializes in Foundations so this proposal does not include that issue.

During the discussions you seemed interested in our suggestion of conducting a Summary Audit of the Department. A Summary Audit is a comparatively inexpensive consulting service designed to identify key issues challenging the department. The Audit also provides recommendations for each identified issue so you can effectively marshal your people and financial resources to address the priority challenges and obtain the greatest value in services for the resources invested. Note that a Summary Audit is an overview of the system or its functions rather than an in-depth audit of any function in its entirety. It does not replace the need for a park and recreation strategic or master plan. Some recommendations may involve suggestions for further study or other consultations (although they may not be with our firm). In other instances the issues and their causes are clear enough that we can provide detailed recommendations for their resolution. This is the service that we propose.

We believe the following will provide you and the City with a clear set of recommended actions that will guide your efforts to improve the Department's performance, productivity, credibility and service delivery. Below we detail the key issues the Audit will address, the questions that we postulate for each issue, and the process we will use to answer those questions and provide recommendations that will allow you and the City to make informed decisions as you seek to achieve your goals.

Note: Throughout this proposal the word effective and efficient are used in various forms. We use Peter Drucker's definitions. "Effective" is defined as doing the "Right Job," and "Efficient," is defined as doing the "Job Right."

### **Key Issue 1. The status and effectiveness of the Land Management functions**

The consultants will seek the answers to the following questions.

- What is the status of the Physical Assets Inventory regarding its usefulness for maintenance?
- What general work functions (e.g., irrigation, grass mowing, landscaping) are performed or overseen by the Land Management function?
- How are the work functions carried out (process)?
- What typical work activities are performed within each function?
- Are the functions properly staffed, equipped and funded?
- Are the work activities performed effectively?
- What is the condition of the existing facilities?
- What is the status of maintenance standards and maintenance service levels?
- What barriers reduce the expected level of productivity?
- Does the maintenance program adequately support its customer base?
- What are the fleet/equipment and building maintenance organization and performance?

The consultants will perform the following tasks to audit the Land Management functions.

1. Review the Physical Assets Inventory system.
2. Meet with the managers and area leaders of the Land Management function to discuss work functions performed by Land Management.
3. Conduct a windshield survey of key park sites (selected by the Department) throughout the system. **Note:** A windshield survey is a driving tour that involves getting out of the car only when conditions warrant a closer look.
4. Meet with the staff of one Land Management Area to discuss the work activities, maintenance standards and service levels.
5. Visit all park and facilities within that selected Land Management Area to evaluate current physical conditions for parks, open space, fields, courts and buildings.
6. Meet with fleet and building maintenance managers to discuss their operations.
7. Identify key issues in the Land Management function and provide recommendations for resolution, additional research or studies.

## **Key Issue 2. The short and long-term value of the land dedication process**

The consultants will seek the answers to the following questions relative to the land dedication process.

- What are the existing land dedication statutes in the City?
- How are the land dedication statutes administered in the planning, zoning and development plan approval process?
- What constraints and opportunities are present in the State of Texas laws?
- How do other large jurisdictions in Texas address the land dedication issues?

The consultants will perform the following tasks to audit the land dedication process.

1. Review the current land dedication process for El Paso.
2. Review the current comprehensive planning and zoning laws of the City.
3. Review the current State of Texas code or land use law that may affect the land dedication process in El Paso.
4. Contact at least five (5) other large jurisdictions in Texas to determine how they implement their land dedication process.
5. Identify key issues in the land dedication process and recommend resolutions, additional research or studies.

### **Key Issue 3. The likely operational impacts of new capital development**

The consultants will seek the answers to the following questions relative to new capital development.

- What is the scope and scale of new capital development and/or renovation planned for the Department?
- What is the current schedule for capital projects?
- What is the process for design and development of capital projects?
- Is staff capability adequate to ensure that projects are constructed efficiently?
- What types of physical assets will the capital projects be adding to the Department inventory and in what sequence?
- What will be the operational and maintenance impacts of the new developments as it relates to operational costs and resources?

The consultants will perform the following tasks to audit the new capital development.

1. Review the current capital development budget and development schedules
2. Examine the current capital design and development process including the oversight capability.
3. Identify and list the additional physical assets obtained through the capital development projects.
4. Provide a table of projects according to the scheduled development and evaluate or estimate the resources necessary to properly operate the new facilities and lands.
5. Identify the key issues in the capital development process, estimate as necessary, the resources needed for operation and make recommendations related to the issues, potential resource alternatives.

The remaining four issues have separate questions that need to be answered but the process for addressing the questions is the same for all four and can be synthesized into one set of actions.

### **Key Issue 4. The need to gain a preliminary understanding of the community's needs for services and facilities**

The consultants will seek the answers to the following questions related to community needs:

- What are the current demographics of El Paso and how does this information reflect the needs of the community's residents?
- How has the community changed over the past ten years and what do these changes suggest for the current needs and projected needs of the community?
- What are the various lifestyle patterns of the residents in El Paso?
- How do these lifestyle patterns and preference relate to community needs
- What are the current social and community issues in El Paso?



**Key Issue 5. The need to assess the current role and position of the department's recreation services within the community**

The consultants will seek the answers to the following questions related to current department services:

- What types of roles is the department assuming within the community?
- What are the range and types of activities being offered by the department?
- How are other service providers meeting the educational, social, and community needs of the residents?
- What is the department's role and marketing position in light of its services and the services being provided by other organizations?

**Key Issue 6. The desire to identify potential operational and financial partners**

The consultants will seek the answers to the following questions related to potential partners:

- What other organizations, public, nonprofit, private, and commercial are providing recreational, educational, and social opportunities for community residents?
- In what ways might the recreation department work with these organizations to enhance the services provided to the community?
- Which of these organizations might be potential partners for the department?

**Key Issue 7. The desire to identify potential replication of services and/or gaps within services as a means of optimizing existing community resources**

The consultants will seek the answers to the following questions related to optimizing resources:

- To what extent do programs and services appear to reflect the existing needs of the community?
- Are there any apparent program areas or types that are not being offered/provided for the community?
- Do the existing programs and services appear to offer options and opportunities for the various demographics and lifestyle groups within the community?

**Actions for Key Issues 4 - 7**

As cited previously each of these four issues contain separate areas of questions, but due to the inter-related nature of the issues can be addressed through the same set of actions. Those actions include the following:

1. Acquire and analyze basic demographic information from the Census and lifestyle information from Claritas PRIZM\*
2. Review past and projected demographic figures
3. Utilize Claritas PRIZM \* information to develop basic leisure patterns and preferences of different groups of residents
4. Review recent editions of the El Paso Times to become familiar with community issues
5. Review minutes from the City Council meetings for the past six months
6. Analyze existing programs and services information provided by the department
7. Secure a list of basic types of services offered by other community providers
8. Conduct an interview with Mayor Wardy and other City elected officials
9. Group meeting with members of Park and Recreation Advisory Board
10. Group meeting with various staff representative of varying levels and services within the department
11. Group meeting with community providers and potential partners, public, nonprofit, private, and commercial

\* Claritas PRIZM is a neighborhood based lifestyle program that provides specific information about how the people live in a specific community. It creates a snapshot of who people are and how they live, work, learn, and play. This information has been gathered for over 20 years now by Claritas, a market information resource with a mission to "add intelligence to information". The information provided through this program enables communities to identify both similarities as well as subtle differences among its residents. If the Claritas information is not deemed sufficiently detailed by the City then a random sample survey can be conducted using the resources at UTEP. This survey would presumably be part of a full strategic plan and is not included in this audit.

## **Final Product**

The consultants will prepare a draft report of our findings and recommendations. Ten copies of this draft will be provided to the Parks and Recreation Director for review and comment. Upon revision, based on comments from the review, the Consultants will issue a final report of the City of El Paso, Department of Parks and Recreation Summary Audit. Ten copies of the final report will be submitted along with a CD-Rom in MS-Word 2000 format, with a PDF of the report for additional printing. Both draft and final reports will be on copier quality paper, printed in black and white, unless color is needed for clarity of graphics, with GBC comb binding and a clear cover and vinyl backing.

## Stipulations

1. Because this is a Summary Audit the consultants will not be doing any original research or verification of data. Thus the consultants will assume that all data and materials provided by the City are accurate and true and will conduct the audit on that basis.
2. Any finding that is considered to be an individual personnel issue or is otherwise protected from public disclosure will be reported to the Director and will not appear in the Audit report.
3. Arrangement for the interviews and meetings cited in the proposal will need to be scheduled and arranged for by the department, i.e. facility reservation, invitations, nametags, easel, flip chart, and refreshments, if preferred.
4. CEHP is fully insured with all standard insurances and will not seek action against the client for any work related injuries or damages to property unless the client, or its representatives have been negligent beyond reasonable care.
5. Although William C Beckner, President of CEHP Incorporated and Ellen O'Sullivan, President of Leisure Lifestyles Consulting incorporated are undertaking this project as a joint venture, CEHP will be the prime contractor of record and be wholly responsible for the satisfactory completion of the contract. Contact information about CEHP is as follows.

William C. Beckner, President  
CEHP Incorporated  
PO Box 70756  
Chevy Chase, MD 20813  
Ph: 301-215-4156  
Fax: 301-215-9236  
Email: CEHPInc@aol.com

## Project Time and Schedule

The consultants expect to spend the following effort time on the Audit.

- Two days (one day each consultant) to review advance materials you might send us in advance of our on-site visit
- Ten days (five days each consultant) on-site in El Paso.
  - We will need to set up a schedule of meetings and work activities in advance of that visit.

- Typically, upon completion of the week's visit we would meet with you and others you may designate to present our findings.
- Four days (two days each consultant) to compile our findings and data and conduct such additional research as needed.
- Four days to prepare the draft and final report of Audit Recommendations.
  - Unless otherwise agreed to the consultants would not return to El Paso for a presentation of the report.

The estimated project duration is between six (6) and eight (8) weeks depending upon review and comment time and staff schedules. We would anticipate being finished with this Audit within 60 days after its award.

### **Professional Fees and Project Expenses**

#### Professional Fees

To complete all of the tasks included in this proposal will require 20 days of consulting time for the two consultants combined. Our daily rate is \$640.00 per day for a total professional fee of **\$12,800.00**

- Dr. O'Sullivan will be spending nine (9) days of consulting time on this project
- William C. Beckner will be spending 11 days of consulting time on this project

**Note 1:** A day is typically eight (8) hours but we frequently work 12 –hour days on site to allow us to conduct consulting activities during the day and conduct interviews or group meetings in the evening.

**Note 2:** Additional hours for work not included in this proposal would be charged at \$80.00 per hour or \$640.00 per day.

#### Travel Expenses

> Air travel to El Paso, Texas from Baltimore/Washington and return –	\$350.00
> Air travel to El Paso from Hartford, CT and return –	\$350.00
> Lodging for 10 nights at a Comfort Inn or better \$80.00 per night each –	\$800.00
> Rental of one Car (mid-size) for five (5) days –	\$220.00
> Meals, Parking and related expenses \$35.00 per day each	<u>\$350.00</u>
Sub-Total Travel Expenses <b>\$2070.00</b>	

Data Expenses

Cost for Claritas data for El Paso Summary Audit – **\$500.00**

Summary of Fees and Expenses

Professional Fees	\$12,800.00
Travel Expenses	\$2,070.00
Data Expenses	<u>\$500.00</u>
<b>Total Project Cost</b>	<b>\$15,370.00</b>

All terms contained in this contract are negotiable between the contracting parties. This contract can be used as a work description addendum to a Purchase Order or other procurement instrument that the City of El Paso deems suitable for entering a contract.

CEHP Incorporated will accept terms of this contract in one of two ways. Indicate which method the City of El Paso prefers by initialing one of the two terms statements below.

1. For the fixed fee of \$15,000.00 the consultants will complete all of the work proposed in the contract. This would include all travel and data costs. \_\_\_\_\_ (Initial here)
2. For the Professional Fee of \$12,800.00 and reimbursement of all actual costs for travel and data (estimated at \$2570.00) the consultants will complete all of the work proposed in the contract. Reimbursement for expenses would be paid upon submittal of appropriate receipts for expenses and services incurred. \_\_\_\_\_ (Initial here)

If the provisions of this letter contract proposal are agreeable to the City of El Paso Parks and Recreation Department, please sign and date the documents. Please return one signed copy to me. At that point we can set a schedule to officially begin the project. Please contact me if you have any questions or concerns.

Signed: <u>William C. Beckner</u>	Signed: _____
William C. Beckner	Dr. Norman Merrifield
President, CEHP Incorporated	City of El Paso,
	Department of Parks and Recreation

Date: 04-27-04

Date: \_\_\_\_\_